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9 Attorneys for Temporary Receiver  
10 **ROBB EVANS & ASSOCIATES LLC**

11 UNITED STATES DISTRICT COURT  
12 DISTRICT OF NEVADA  
13

14 FEDERAL TRADE COMMISSION,  
15 Plaintiff,

16 v.

17 AWS, LLC, a Nevada limited liability  
company; ADAMS CONSULTING, LLC, a  
18 California limited liability company; FBA  
DISTRIBUTORS, LLC, a Massachusetts  
19 limited liability company; FBA STORES,  
LLC, a Nevada limited liability company;  
20 GLOBAL MARKETING SERVICES  
L.L.C., a Nevada limited liability company;  
21 INFO PROS, LLC, a Nevada limited liability  
company; ONLINE AUCTION LEARNING  
22 CENTER, INC., a Massachusetts  
corporation; ONLINE AUCTION  
23 LEARNING CENTER, INC., a Nevada  
corporation; CHRISTOPHER F. BOWSER,  
24 individually and as an officer of FBA  
DISTRIBUTORS, LLC, FBA STORES,  
25 LLC, INFO SOLUTIONS, LLC, ONLINE  
AUCTION LEARNING CENTER, INC. and  
26 ONLINE AUCTION LEARNING CENTER,  
INC.; ADAM S. BOWSER, individually and  
27 as an officer of AWS, LLC, FBA  
DISTRIBUTORS, LLC, FBA STORES,  
28 LLC, INFO SOLUTIONS, LLC, ONLINE

Case No. 2:18-cv-00442-JCM-PAL

**STIPULATION TO VACATE REAL  
PROPERTY AND REJECT REAL  
PROPERTY LEASES, AND TO  
AUTHORIZE TEMPORARY RECEIVER  
TO SELL OR ABANDON PERSONAL  
PROPERTY OF THE RECEIVERSHIP  
ENTITIES**

1 AUCTION LEARNING CENTER, INC. and  
 2 ONLINE AUCTION LEARNING CENTER,  
 3 INC.; JODY L. MARSHALL, individually  
 4 and as an officer of INFO PROS, LLC and  
 5 INFO SOLUTIONS, LLC; and JEFFERY A.  
 6 GOMEZ, a/k/a JEFF ADAMS or JEFF  
 7 ADAM, individually and as an officer of  
 8 ADAMS CONSULTING, LLC and  
 9 GLOBAL MARKETING SERVICES  
 10 L.L.C.,

11 Defendants.

12 Receivership Entities AWC, LLC, a Nevada limited liability company, FBA Distributors,  
 13 LLC, a Massachusetts limited liability company, FBA Stores, LLC, a Nevada limited liability  
 14 company, Info Pros, LLC, A Nevada limited liability company, Online Auction Learning Center,  
 15 Inc., a Massachusetts corporation, Online Auction Learning Center, Inc., a Nevada corporation,  
 16 Info Solutions, LLC, a Nevada limited liability company (collectively, the “Receivership  
 17 Entities”), individual defendants Christopher F. Bowser, Adam S. Bowser and Jody Marshall  
 18 (collectively, the “Individual Defendants,” and together with the Receivership Entities, the  
 19 “Stipulating Defendants”), by and through their attorneys of record, Randazza Legal Group,  
 20 PLLC, by Ronald D. Green, Jr., and Temporary Receiver, Robb Evans & Associates LLC  
 21 (“Temporary Receiver”), by and through its attorneys of record, Barnes & Thornburg LLP, by  
 22 Gary Owen Caris, enter into this Stipulation to Vacate Real Property and Reject Real Property  
 23 Leases, and to Authorize Temporary Receiver to Sell or Abandon Personal Property of the  
 24 Receivership Entities (“Stipulation”) in reference to and in consideration of the following:

### 25 RECITALS

26 A. Robb Evans & Associates LLC became Temporary Receiver over all of  
 27 the Receivership Entities pursuant to the Temporary Restraining Order (“TRO”) entered March  
 28 14, 2018 (Doc.29). Pursuant to the TRO, the Temporary Receiver took possession and control of  
 the Receivership Entities on March 16, 2018.

B. At the inception of the receivership, the Receivership Entities had various interests in



1 real property as tenants or lessees, as follows:

2 1. Online Auction Learning Center entered into a commercial lease of the real  
3 property commonly known as 293 Libbey Industrial Parkway, Weymouth, Massachusetts  
4 (“Weymouth Property”). The lease is for a term of three years, commencing November  
5 15, 2015. The current monthly rent is \$11,893.00.

6 2. FBA Stores, LLC, entered into a commercial lease of the real property  
7 commonly known as 3165 N. Moapa Valley Blvd., Logandale, Nevada (“Logandale  
8 Property”) on June 1, 2017. The lease agreement is a month-to-month tenancy. The  
9 current monthly rent is \$1,850.00.

10 3. FBA Stores, LLC entered into a lease agreement of the real property  
11 commonly known as 350 South 400 West, Lindon, Utah (“Lindon Property”). The lease  
12 agreement is a month-to-month tenancy, commencing December 16, 2017. The current  
13 monthly rent is \$8,594.63.

14 4. Info Pros, LLC entered into a commercial lease agreement of the real property  
15 commonly known as 197 E. California Ave. #260, Las Vegas, Nevada (“Las Vegas  
16 Property”). The lease is for a term of five years, commencing January 1, 2018. The base  
17 monthly rent is \$2,501.03.

18 5. FBA Stores, LLC entered into an office building lease of the real property  
19 commonly known as 440 N. Mountain Ave., Suite 212, Upland, California (“Upland  
20 Property”). The lease is for a term of 38 months, commencing June 1, 2017. The base  
21 monthly rent is \$3,960.60. (The Weymouth Property, Logandale Property, Lindon  
22 Property, Las Vegas Property and Upland Property are collectively referred to as the  
23 “Leased Premises.” The agreements referred to in subparagraphs B.1 through B.5 are  
24 collectively referred to as the “Lease Agreements.”)

25 C. The assets of the Receivership Entities include various items of personal property  
26 located at the Leased Premises, although little or no personal property of the Receivership  
27 Entities is located at the Las Vegas Property and the Upland Property. The personal property is  
28 of limited value and primarily consists of office furniture, office equipment and warehouse

1 equipment ("Receivership Entities Personal Property").

2 D. The Stipulating Defendants have entered into a settlement with the plaintiff, Federal  
3 Trade Commission ("FTC"), subject to approval of the FTC. Pursuant to the settlement, the  
4 Stipulating Defendants do not intend to operate businesses or otherwise have need for any of the  
5 Leased Premises. In order to reduce the ongoing administrative expenses of the receivership  
6 estate, the Stipulating Defendants and the Temporary Receiver agree that it is beneficial for the  
7 Temporary Receiver to vacate the Leased Premises as soon as practical and to reject the Lease  
8 Agreements, as may be necessary or appropriate. Furthermore, in light of the tentative  
9 settlement with the FTC, the diminishing value of the Receivership Entities Personal Property  
10 over time, and in connection with vacating the Leased Premises, the Stipulating Defendants and  
11 the Temporary Receiver agree that it is beneficial for the Temporary Receiver to take steps to  
12 liquidate or abandon the Receivership Entities Personal Property as soon as practicable.

13 NOW THEREFORE, in consideration of the foregoing, the Stipulating Defendants and  
14 the Temporary Receiver, by and through their counsel, do stipulate and agree as follows:

15 **AGREEMENT**

16 1. The Temporary Receiver shall liquidate the Receivership Entities Personal Property as  
17 soon as reasonably practical following entry of an order approving this Stipulation, and without  
18 further Court order or hearing, in such a manner as the Temporary Receiver determines to be  
19 most cost-effective so as to maximize the recovery to the estate, in the Temporary Receiver's  
20 discretion and business judgment, in one or more public auctions and/or private sales, or any  
21 combination thereof, as the Temporary Receiver may determine will maximize value, minimize  
22 expense and expedite the sale of the Receivership Entities Personal Property, and all such sales  
23 shall be deemed to be authorized under 28 U.S.C. § 2004.

24 2. Any of the Receivership Entities Personal Property that the Temporary Receiver  
25 determines in its discretion and business judgment cannot be liquidated for the benefit of the  
26 receivership estate may be abandoned by the Temporary Receiver without further notice, hearing  
27 or additional court order.

28 3. The Temporary Receiver shall vacate the Leased Premises as soon as practical



1 following entry of an order approving this Stipulation, and to reject the Lease Agreements in such  
2 manner as the Temporary Receiver deems necessary or appropriate following entry of an order  
3 approving this Stipulation.

4 4. The parties hereto approve the form and content of the proposed order attached hereto  
5 as Exhibit 1.

6 Dated: May 2, 2018

RONALD D. GREEN, JR.  
RANDAZZA LEGAL GROUP, PLLC

7  
8 By: Ronald D. Green Jr.  
RONALD D. GREEN, JR.

9  
10 Attorneys for Defendants AWC, LLC, a  
Nevada limited liability company, FBA  
11 Distributors, LLC, a Massachusetts limited  
liability company, FBA Stores, LLC, a  
12 Nevada limited liability company, Info Pros,  
LLC, A Nevada limited liability company,  
13 Online Auction Learning Center, Inc., a  
Massachusetts corporation, Online Auction  
14 Learning Center, Inc., a Nevada corporation,  
Info Solutions, LLC, a Nevada limited  
15 liability, Christopher F. Bowser, Adam S.  
Bowser and Jody Marshall

16 Dated: May 2, 2018

MICHAEL F. LYNCH  
LYNCH LAW PRACTICE, PLLC

17  
18 GARY OWEN CARIS  
BARNES & THORNBURG LLP

19 By: Gary Owen Caris  
20 GARY OWEN CARIS

21 Attorneys for Temporary Receiver  
ROBB EVANS & ASSOCIATES LLC

22 **NO OBJECTION:**

23 ROBERTO ANGUIZOLA, ESQ.  
24 MIRY KIM, ESQ.  
GREGORY J. EVANS, ESQ.  
25 FEDERAL TRADE COMMISSION

26 By: Roberto Anguizola  
ROBERTO ANGUIZOLA

27 Attorneys for  
28 **FEDERAL TRADE COMMISSION**

# EXHIBIT 1

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11 UNITED STATES DISTRICT COURT  
12 DISTRICT OF NEVADA  
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14 FEDERAL TRADE COMMISSION,  
15 Plaintiff,

16 v.

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company; ADAMS CONSULTING, LLC, a  
18 California limited liability company; FBA  
DISTRIBUTORS, LLC, a Massachusetts  
19 limited liability company; FBA STORES,  
LLC, a Nevada limited liability company;  
20 GLOBAL MARKETING SERVICES  
L.L.C., a Nevada limited liability company;  
21 INFO PROS, LLC, a Nevada limited liability  
company; ONLINE AUCTION LEARNING  
22 CENTER, INC., a Massachusetts  
corporation; ONLINE AUCTION  
23 LEARNING CENTER, INC., a Nevada  
corporation; CHRISTOPHER F. BOWSER,  
24 individually and as an officer of FBA  
DISTRIBUTORS, LLC, FBA STORES,  
25 LLC, INFO SOLUTIONS, LLC, ONLINE  
AUCTION LEARNING CENTER, INC. and  
26 ONLINE AUCTION LEARNING CENTER,  
INC.; ADAM S. BOWSER, individually and  
27 as an officer of AWS, LLC, FBA  
DISTRIBUTORS, LLC, FBA STORES,  
28 LLC, INFO SOLUTIONS, LLC, ONLINE

Case No. 2:18-cv-00442-JCM-PAL

**ORDER APPROVING  
STIPULATION TO VACATE REAL  
PROPERTY AND REJECT REAL  
PROPERTY LEASES, AND TO  
AUTHORIZE TEMPORARY RECEIVER  
TO SELL OR ABANDON PERSONAL  
PROPERTY OF THE RECEIVERSHIP  
ENTITIES**

1 AUCTION LEARNING CENTER, INC. and  
 2 ONLINE AUCTION LEARNING CENTER,  
 3 INC.; JODY L. MARSHALL, individually  
 4 and as an officer of INFO PROS, LLC and  
 5 INFO SOLUTIONS, LLC; and JEFFERY A.  
 6 GOMEZ, a/k/a JEFF ADAMS or JEFF  
 7 ADAM, individually and as an officer of  
 8 ADAMS CONSULTING, LLC and  
 9 GLOBAL MARKETING SERVICES  
 10 L.L.C.,

11 Defendants.

12 The Court, having read and reviewed the Stipulation to Vacate Real Property and Reject  
 13 Real Property Leases, and to Authorize Temporary Receiver to Sell or Abandon Personal  
 14 Property of the Receivership Entities ("Stipulation") entered into by AWC, LLC, a Nevada  
 15 limited liability company, FBA Distributors, LLC, a Massachusetts limited liability company,  
 16 FBA Stores, LLC, a Nevada limited liability company, Info Pros, LLC, A Nevada limited liability  
 17 company, Online Auction Learning Center, Inc., a Massachusetts corporation, Online Auction  
 18 Learning Center, Inc., a Nevada corporation, Info Solutions, LLC, a Nevada limited liability  
 19 company (collectively the "Receivership Entities"), Christopher F. Bowser, Adam S. Bowser and  
 20 Jody Marshall, by and through their attorneys of record, Randazza Legal Group, PLLC, by  
 21 Ronald D. Green, Jr., and Temporary Receiver, Robb Evans & Associates LLC ("Temporary  
 22 Receiver"), by and through its attorneys of record, Barnes & Thornburg LLP, by Gary Owen  
 23 Caris, the plaintiff Federal Trade Commission having no objection to the Stipulation, and good  
 24 cause being shown therefore, it is

25 **ORDERED** that the Stipulation shall be and is hereby approved in its entirety; and it is  
 26 further

27 **ORDERED** that the Temporary Receiver shall liquidate the Receivership Entities  
 28 Personal Property, as defined in the Stipulation, as soon as reasonably practical following entry of  
 this Order approving this Stipulation, and without further Court order or hearing, in such a  
 manner as the Temporary Receiver determines to be most cost-effective so as to maximize the



1 recovery to the estate, in the Temporary Receiver's discretion and business judgment, in one or  
2 more public auctions and/or private sales, or any combination thereof, as the Temporary Receiver  
3 may determine will maximize value, minimize expense and expedite the sale of the Receivership  
4 Entities Personal Property, and all such sales shall be deemed to be authorized under 28 U.S.C.  
5 § 2004; and it is further

6 **ORDERED** that any of the Receivership Entities Personal Property that the Temporary  
7 Receiver determines in its discretion and business judgment cannot be liquidated for the benefit  
8 of the receivership estate may be abandoned by the Temporary Receiver without further notice,  
9 hearing or additional court order; and it is further

10 **ORDERED** that the Temporary Receiver shall vacate the Leased Premises, as defined in  
11 the Stipulation, as soon as practical following entry of this Order and to reject the Lease  
12 Agreements, as defined in the Stipulation, in such manner as the Temporary Receiver deems  
13 necessary or appropriate following entry of this Order.

14  
15  
16 Dated: May 7, 2018.

  
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JAMES C. MAHAN  
United States District Judge

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